

REQUEST FOR PROPOSAL

**WEB-BASED DATABASE SYSTEM
FOR AFTER-SCHOOL PROGRAMS
FOR
THE LOUISIANA DEPARTMENT OF EDUCATION**



File Number: U28816EP

Solicitation Number: 2255731

Proposal Opening Date: December 12, 2013

Proposal Opening Time: 10:00 A.M. CT

**State of Louisiana
Office of State Purchasing**

Issued November 1, 2013

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PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

Current Afterschool Providers utilize a web-based performance monitoring system that tracks progress towards after-school program goals and objectives. Providers must be able to draw on the multitude of data stored in an identified system for state and federal reporting. The providers must be able to obtain reports that will allow them to make data driven decisions which link measurable program objectives with key performance indicators. Providers need the ability to obtain reports to monitor progress towards objectives. The information received must be used to identify areas for improvement and to make real-time program adjustment thereby enhancing program quality.

The providers need software which allows the ability to import student demographics from the School District database, register students without any data entry, create and schedule after school activities/sessions easily, and link activity/sessions to grant objectives. In addition the providers need user friendly enrollment features, as well as multiple types of rosters, and attendance recording options to minimize time spent.

The providers need software which allows the ability to monitor and manage multiple after school programs centrally run real-time reports by grant, program or site without having to rely on others, access to real-time data to make better decisions real-time to meet grant and program objectives. Provide detailed data to evaluators and funders about extent and type of program participation generate Profile and Performance Information Collection System (PPICS) and State DOE reports directly versus having to rely on others, and reduce your overall cost of data collection and evaluation.

In addition both the LDOE and local providers need the ability to use the software where evaluators can collect data directly from the software and print ad-hoc reports that facilitate evaluation versus relying on site staff or spreadsheets data collection and compilation.

The LDOE personnel will need the ability to monitor and manage the 21st CCLC program at all sites real-time and generate the PPICS report for all grantees.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1593.C. from bona fide, qualified proposals who are interested in providing a web hosting service to track attendance and evaluate program outcomes for statewide afterschool programs.

1.1.2 Goals and Objectives

This Request For Proposal is issued by the Office of Student Programs, Division of No Child Left Behind (NCLB) and Individuals with Disability Education Act (IDEA) Support, within the Louisiana Department of Education (LDOE) (herein referred to as the "State") for the purpose of purchasing an off the shelf web-based database system for tracking and maintaining attendance and academic data for after-school programs. The database system will (1) assist in meeting state and federal reporting requirements, (2) assist in assessing the academic effectiveness of after-school providers so that informed management decisions can be made, (3) allow for the identification of model after-school providers so that best practices can be isolated, and (4) replace existing and separate database systems for a single, more efficient system for all after-school programs.

The Contractor will provide a web browser-based data collection and management application to meet state and federal reporting requirements for after-school programs identified by the LDOE such as the 21st Century Community Learning Centers Program (21st CCLC) and Expanded Service Learning Providers. The

selected contractor will work with LDOE staff to implement the system in approximately 250 after-school program sites throughout the state.

1.2 Definitions

Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
CBO/FBO	Community Based Organization/Faith Based Organization
Contractor	Any person, organization, or company having a contract with a governmental body.
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
IDEA	Individuals with Disability Education Act
LDOE	Louisiana Department of Education
LEA/Charter School	Local Education Agencies (schools, parishes, and/or districts). The varied educational sites—public, nonpublic, and/or charter schools that create a specific locale in terms of parish and/or district.
May	The term “may” denotes an advisory or permissible action.
Must	The term “must” denotes mandatory requirements.
NCLB	No Child Left Behind
PPICS	Profile and Performance Information Collection System
Proposer	A firm or individual who responds to an RFP.
Providers	Current afterschool 21 st CCLC sub-grantees
RFP	Request for Proposal
Shall	The term “shall” denote mandatory requirements per R.S. 39:1556(24)..
Should	The term “should” denotes a desirable action.
State	The State of Louisiana.

1.3 Schedule of Events

	DATE	Time (CT)
1. RFP mailed to prospective proposers and posted to LaPAC	November 1, 2013	
2. Deadline to receive written inquiries	November 13, 2013	
4. Deadline to answer written inquiries	November 27, 2013	
5. Proposal Opening Date (deadline for submitting proposals)	December 12, 2013	10:00 A.M. CT
6. Oral discussions with proposers, if applicable	To be scheduled	
7. Notice of Intent to Award to be mailed	To be scheduled	
8. Contract Initiation	To be scheduled	

NOTE: The State of Louisiana reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.

1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Purchasing.

It is the Proposer's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a proposer's failure to download any addenda documents required to complete a Request for Proposal.

All proposals shall be received by the Office of State Purchasing **no later than the date and time shown in the Schedule of Events.**

Important: Clearly mark outside of envelope, box or package with the following information and format:

Proposal Name: WEB-BASED DATABASE SYSTEM FOR AFTER-SCHOOL PROGRAMS

X **File Number: U28816EP**

X **Solicitation Number: 2255731**

X **Proposal Opening Date: December 12, 2013 at 10:00 A.M. CT**

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

Proposals may be mailed through the U. S. Postal Service to our box at:

Office of State Purchasing
P. O. Box 94095
Baton Rouge, LA 70804-9095

Proposals may be delivered by hand or courier service to our physical location at:

Office of State Purchasing
1201 North 3rd St.
Suite 2-160
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter**: The cover letter should exhibit The Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

ATTENTION: Please indicate in the Cover Letter which of the following applies to the signer of this proposal. Evidence of signature authority shall be provided upon the State's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the secretary of state **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the secretary of state. **A copy of the annual report or partnership record must be submitted to the Office of State Purchasing before contract award.**
2. The signer of the proposal is a representative of the proposer authorized to submit this proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies, a copy of the resolution, certification, or other supportive documents must be attached to the Cover Letter.**
3. The proposer has filed with the secretary of state an affidavit **or** resolution **or** other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Purchasing before contract award.**
4. The signer of the proposal has been designated by the proposer as authorized to submit proposals on the proposer's vendor registration on file with the Office of State Purchasing.

The cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number;
 - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
 - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents**: Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience**: History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, volume of merchants, etc.
- D. **Proposed Solution/Technical Response**: Illustrating and describing proposed technical solution and compliance with the RFP requirements.
- E. **Innovative Concepts**: Presentation of innovative concepts, if any, for consideration.

- F. **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable) and full statewide or agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted in accordance with **Attachment IV**, Cost Proposal. Prices proposed shall be firm for the duration of the contract.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Five (5) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6) and one (1) electronic copy on CD or USB flash drive.

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings

that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the Office of State Purchasing. When submitting your redacted copy, you should clearly mark the cover as such "REDACTED COPY" to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference - NOT REQUIRED FOR THIS RFP

1.7.2 Proposer Inquiry Periods

The state shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The state reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Purchasing
Attention: Janelle Brown
P. O. Box 94095
Baton Rouge, LA 70804-9095

1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802

E-Mail: Janelle.brown@la.gov

Phone: (225) 219-7839/ **Fax:** (225) 342-8688

An addendum will be issued and posted at the Office of State Purchasing LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any state employee or state consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with R.S. 39:1671. Such protest shall be made in writing to the Director of State Purchasing at least two days prior to the deadline for submitting proposals.

Note: LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing's website [www.doa.louisiana.gov/osp]. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

Vendor self-enrollment in LaPAC was disabled November 15, 2010. All vendors are to now register in the LaGov portal. Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg and help scripts are available on OSP website under vendor center at <http://www.doa.louisiana.gov/osp/vendorcenter/regnhelp/index.htm>.

1.8 Errors and Omissions in Proposal

The State will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

1.9 Proposal Guarantee - NOT REQUIRED FOR THIS RFP

1.10 Performance Bond -NOT REQUIRED FOR THIS RFP.

1.11 Changes, Addenda, Withdrawals

The State reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

1.12 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the Office of State Purchasing.

1.13 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

1.14 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so.

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo

contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

1.16 Ownership of Proposal

All materials (paper content only) submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to proposers. Any copyrighted materials in the response are not transferred to the State.

1.17 Cost of Offer Preparation

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.19 Taxes

Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer's cost.

1.20 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.21 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.22 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the State urges the prime contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-

connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.23 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

1.24 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.25 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Director of State Purchasing for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the State.

1.26 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

1.27 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the State.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in **Attachment II** of this RFP and submit any exceptions or deviations the proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable. If applicable, a proposer may submit or refer to a Master Agreement entered into by the contractor and the State in accordance with R.S. 39:198(e).

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award to a single Proposer.

1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee's and agency's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Proposer.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with R.S. 39:1671, to the Director of State Purchasing, within fourteen days of the award/intent to award.

1.29 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Office of State Purchasing. Contact may be made by phone at (225) 219-7839 or E-mail to Janelle.brown@la.gov

1.30 Insurance Requirements -NOT REQUIRED FOR THIS RFP

1.31 Subcontractor Insurance-NOT REQUIRED FOR THIS RFP

1.32 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.33 Fidelity Bond Requirements-NOT REQUIRED FOR THIS RFP

1.34 Payment

1.34.1 Payment for Services

LDE will pay Contractor in accordance with the Cost Proposal set forth in **Attachment III**. The Contractor will invoice the agency at the billing address designated by the agency. Payment shall be made upon receipt of the invoice and approval of the State Coordinator. This payment schedule will be adhered to for each successive year of the project, subject to the legislative funding contingency as noted in Section 1.35.3 Termination for Non-Appropriation of Funds in this RFP.

The payment schedule for each year shall be annually based upon a payment schedule submitted by the Contractor and approved by the State. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Agency. Invoices shall include the contract and

order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.34.2 Late Payments

Interest due by a State Agency for late payments shall be in accordance with R.S. 39:1695 and 13:4202.

1.35 Termination

1.35.1 Termination of the Contract for Cause

The State may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

1.35.2 Termination of the Contract for Convenience

The State may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.36 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.37 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

1.38 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the Department of Education, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.39 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.40 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

1.41 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

1.42 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.43 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of OSP.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.44 Substitution of Personnel

The State intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.45 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana."

1.46 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, R. S. 39:1673.

1.47 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment: By signing and submitting any proposal for \$25,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov/portal/public/SAM/>.

1.48 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

1.49 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

1.50 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

1.51 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

1.52 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

1.53 No Surreptitious Code Warranty

Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Louisiana Department of Education (LDOE) is seeking the services of a Contractor to design, develop, and implement a remotely-hosted, web-based online Data Collection System for afterschool programs.

Please refer to **Attachment I—SCOPE OF SERVICES, FUNCTIONAL AND TECHNICAL REQUIREMENTS** for a detailed description of the requirements of the system.

2.2 Period of Agreement

The contract resulting from this RFP shall be for an initial period of three (3) years to begin July 1, 2014 through June 30, 2017. At the option of the State of Louisiana (State) and acceptance of the Contractor, the contract may be extended for two (2) additional twelve (12) month periods in accordance with **Attachment III** Cost Proposal. Total contract term may not exceed sixty (60) months.

2.3 Price Schedule

Prices proposed by the Proposers should be submitted on the Cost Proposal furnished herein on **Attachment III**. Prices submitted shall be firm for the term of the contract. Prices should include delivery of all items F.O.B. destination.

2.4 Deliverables

The deliverables listed in **Attachment 1 - Scope of Services, Functional and Technical Requirements** are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

2.5 Location

The location of regular project status meetings are to be conducted at 1201 N. Third Street, Baton Rouge, LA 70802. These meetings will occur at least once per month in Year 1 and followed by phone conferences at least once per week for updates and status of proceedings thereafter.

2.6 Proposal Elements

2.6.1 Financial

Proposal shall include prices per the Cost Proposal furnished in **Attachment III**, as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the State to consider. Prices proposed shall be firm for the duration of the contract.

2.6.2 Technical

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Plans and/or schedule for implementation, or orientation, or installation, etc.
- Plans for training.
- Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.

- References for at least three states, government agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person, name of company, email address, and telephone number for each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

2.6.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at www.ledsmallbiz.com.

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at www.ledsmallbiz.com. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymouse?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network

<http://www.prd1.doa.louisiana.gov/OSP/LaPAC/Vendor/srchven.cfm>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

PART III: EVALUATION

The evaluation committee shall assign points to its evaluation of each Proposal as follows::

Evaluation Criteria	Possible Points
Financial Proposal (Section 3.1)	50
Technical Proposal (Section 3.2)	40
Veteran and Hudson Initiative (Section 3.2.1)	10
Total Possible Points	100 points

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

The scores for the Financial and Technical Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Financial Proposal– 50 points

The following financial criteria will be evaluated:

Prices proposed by the Proposers should be submitted on the Cost Proposal furnished in **Attachment III**. Prices proposed shall be firm.

For evaluation purposes, the Proposer's overall total cost will be the total for all five (5) years.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

A Proposer's base cost score will be based on the cost information provided in **Attachment III** and computed as follows:

$$BCS = (LPC/PC \times FPP)$$

Where:

- BCS = Computed cost score (points) for proposer being evaluated
- LPC = Lowest proposed cost of all proposers
- PC = Total cost of proposer being evaluated
- FPP = Financial Proposal Points

The Proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) that are expected to be paid by the agency. Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior approval by the Secretary of the agency or his/her designee.

3.2 Technical Proposal– 40 points

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors may include but are not limited to:

A. Company Background – 20 Points

This refers to the capability of the organization to perform the work requested in the RFP. Consideration will be given as to whether the organization has sufficient resources to work within the time constraints while maintaining desired performance levels. In addition, consideration will be given to the competence of professional personnel who will be assigned to the job by the Proposer.

Qualifications of professional personnel will be judged on the basis of experience and education with particular reference to prior experience on projects of a similar nature. Resumes of professional personnel assigned to the project are to be included in the proposal. The proposal should explain the administrative commitment to the Louisiana project in terms of approximate man-hours for each person assigned to the project through each phase of the contract. A chart with each name, number of hours per contract year, position title, and main job responsibilities should be included in the proposal.

B. Service and Support Requirements / Experience – 20 points

The Proposer must demonstrate previous successful experience with at least one similar web-based program. Letters of reference from these clients are required. Names, telephone numbers and email address of contact persons to substantiate Proposer's successful completion of similar programs must be included in the proposal. Any flowcharts, diagrams, screenshots, or demo software (saved in a CD-ROM or through a web site) that reflect the quality offered by the Proposer should be included in an appendix to the technical report.

Additionally, the proposer is required to submit the information about all current and pending contracts, a schedule of due dates of critical activities related to each contractual agreement, and the names and work-hours of key staff members assigned to pending contracts.

3.2.1 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation - 10 points

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurship to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If the Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

The Contractor will be expected to provide a detailed project plan, including provisions and deadlines for user acceptance of deliverables, as well as staff assigned to manage and execute the plan. Deliverables within the project plan must align to the business and technical requirements provided within the RFP and with the terms of the final contract. The Contractor is expected to participate in regular project status meetings and produce regular status reports to assist with performance monitoring. Documentation such as reports and sign-in sheets will be used for documentation purposes of all training and professional development rendered. A chart showing all programs served will be submitted with the annual billing reports.

4.2 Performance Measurement/Evaluation

Performance will be measured in accordance with the requirements listed in the Service Level and Support Agreement, **Attachment IV**.

4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

ATTACHMENT I

SCOPE OF SERVICES

FUNCTIONAL AND TECHNICAL REQUIREMENTS

Overview

The Division of NCLB and IDEA Support is seeking a Contractor to develop and maintain a Web-Based Database System for After-School Programs. The system will support identified after-school programs not limited to the 21st Century Community Learning Centers (21st CCLC) and Expanded Service Learning Providers. The new database system will (1) assist in meeting state and federal reporting requirements, (2) assist in assessing the effectiveness of after-school providers so that informed management decisions can be made, (3) allow for the identification of model after-school providers so that best practices can be isolated, and (4) replace existing and separate database systems for a single, more efficient system for all LDOE after-school programs. The database will be used to track, maintain, and report attendance information, academic achievement data, and demographics of students participating in LDOE's approximately 250 after-school program sites. LDOE's after-school providers will be able to input data online through a secure website. LDOE staff will have read-only access and the ability to generate necessary reports.

2. Tasks and Services

The Contractor will work with designated LDOE staff to implement a single web-based database system to replace current, multiple database systems for the 21st CCLC after-school program. The Contractor will be responsible for the transfer and consolidation of data from existing databases into the new system – and assisting LDOE and after-school program staff during the transition phase.

2.1 Basic Structure of the Afterschool Web-based System

The LDOE will require the Contractor to provide a vendor hosted online system to collect attendance and activity data and report results based on students attending each program.

Project Requirements

- LDOE's expectations in regard to this project are to obtain an off the shelf web database with minimal customization that will provide a single source of data collection and maintenance for current after-school programs. In addition to the ability to generate fixed reports, the system must allow for creation of reports to aid in data analysis (e.g., comparison of attendance between sites, academic achievement in relation to demographics).
- The Contractor's main responsibility is to provide a single database system that collects and maintains specific data via a web-based system from geographically dispersed after-school program grantees – so that reports can be generated and data analyses can be conducted by LDOE.

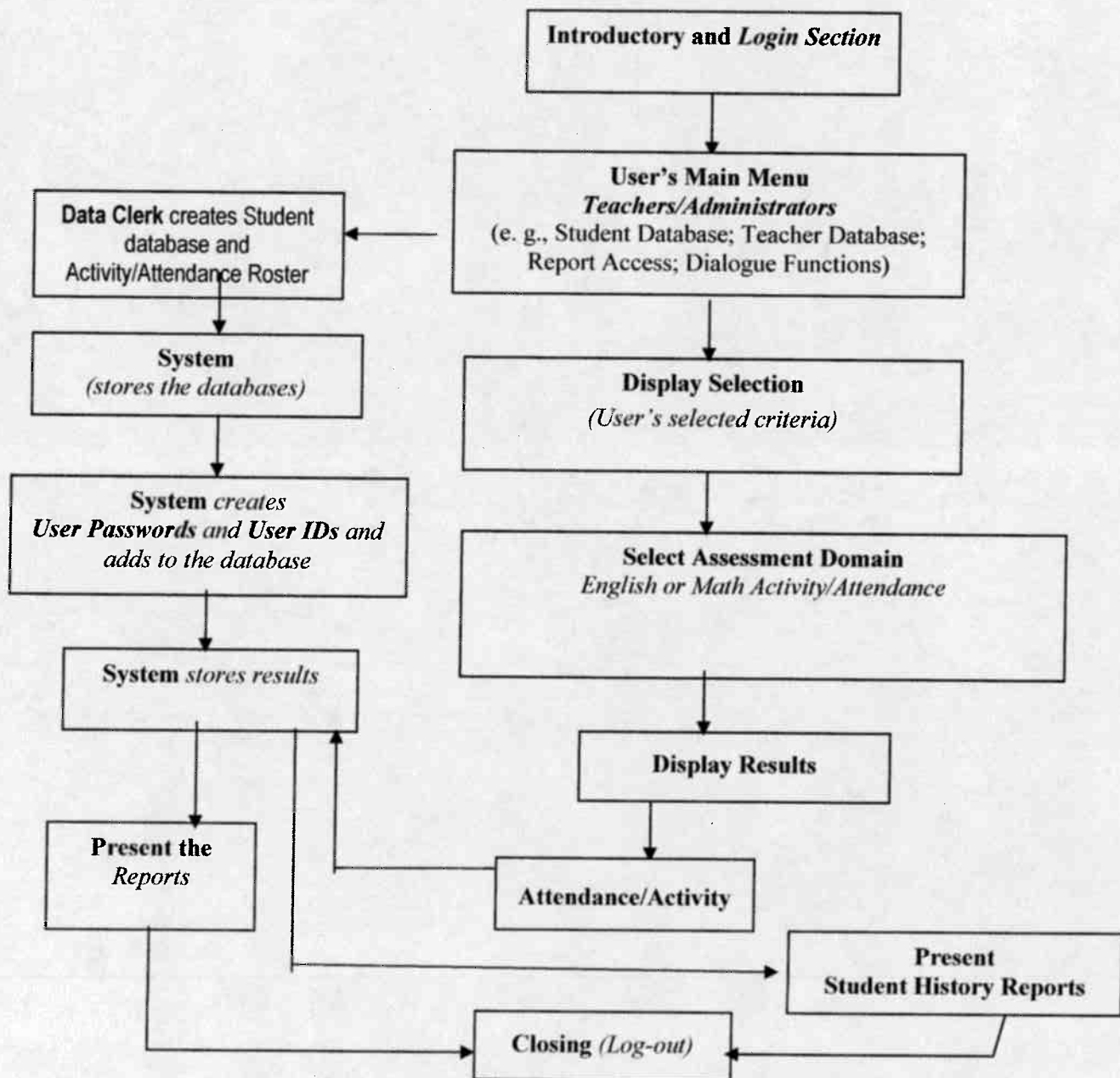
The basic structure shall:

- include an introductory section which will inform users of the purpose and nature of the system and provide a log-in screen for users to enter passwords and IDs;
- provide a menu that provide users control of selecting those features that meet his/her needs;
- enable users to create a student database with individual student information (e.g., name, state ID, gender, ethnicity, etc.) and that stores student test results through the entire academic year;
- enable submission of data results and management of student information based on the attendance data;

- generate reports for individual children and aggregate reports for groups of children (site, location, activity, classroom, building, district, parish, state, etc.);
- unique user IDs and Passwords to prevent unauthorized access to child data. User roles must be clearly delineated as project director, site coordinator, teacher or data administrator to determine the functionality and level of data the user has access to. All data transmitted must be encrypted using security https protocol to protect the confidentiality of student data.

Figure 1

The General Structure and Flow of the Diagnostic Test System



Functional Specification Phase The Contractor will meet with assigned LDOE project staff and conduct a detailed analysis to gain full understanding of the existing database systems, the after-school programs, and the needs of LDOE. From this analysis, the Contractor will create a Functional Specification Document, which outlines system design and development. Procedures for handling change requests and managing scope deviation will also be developed during this phase. LDOE will be heavily involved at this critical and important stage.

Design and Development Phase The Contractor will utilize the Functional Specification document from above to design and develop the Web-based Database System for the After-School Programs. The system will be hosted by the Contractor during this phase. All development hardware, including servers, disk storage, backup, and recovery services, and high speed Internet connection with SSL encryption is to be provided by the Contractor during the development/testing phases of the contract. Once testing has been completed, the application and databases will be ported by the Contractor over to the production server environment located at the state DOA Data Center in Baton Rouge.

The Contractor will concentrate on designing and developing the components necessary to satisfy specified requirements. Deliverables for this phase include a working data model, screen prototypes, report layouts, procedures for transferring data from existing systems, and test scripts for both LDOE and after-school program users.

Training Phase The Contractor will conduct a technical training program for LDOE staff and staff of after-school programs via webinars. Deliverables for this phase include, but are not limited to training materials such as user manuals and PowerPoint presentations.

Implementation Phase The Contractor will implement a web software system that is fully operational for both LDOE and after-school program providers. At that time, after-school program providers will be able to input data online, and LDOE staff will be able to view fixed and ad-hoc reports. Automated procedures will be in place to import data from the existing systems, and to export the data into a CSV or spreadsheet so it can be regularly loaded into the LDOE data system as needed.

Evaluation and Maintenance Phase All software provided should include toll-free technical support. The Contractor shall be responsible for ongoing support of all customized code acquired through this procurement. The Contractor shall furnish toll free telephone support as this is also required for all off-the-shelf software. In addition, the Contractor shall also have the capability of remotely logging into the system to diagnose the trouble. If a critical problem with customized software cannot be identified through remote troubleshooting methods within 12 hours, the Contractor shall dispatch a qualified software technician for on-site support. A technician shall be on-site working on the problem within 24 hours of being dispatched. Critical problems must be responded to within 24 hours of being dispatched.

Introductory and Login Section. This section will start with a title page that indicates in a general way what the system is about. After the title page, a login screen should be provided for teachers and administrators to enter a user ID and password to access the site. The user's ID will control the information to which the user has access. If the user ID and associated password are valid, the user will be directed to the correct menu. The directions in the introductory section should be clear, simple, and accessible. This section should appear clear and professional, with appropriate graphics.

Passwords and User IDs. The first screen displayed to the user after navigating from the department's web site is a Login/Password Screen. All information on the following pages is only accessible to authorized users, so the user is immediately prompted to enter a User ID and password to access the system beyond the Login/Password Screen. If the User ID and associated password are valid, the user is then presented with the next screen. Otherwise, a message is displayed, "Invalid User Login," indicating that the user must re-attempt successful completion of the Login/Password Screen. The "Reset" button clears the User ID and password text boxes for re-entry.

A "Help" button appears on the Login/Password Screen for assistance with logging on to the system. When clicked, this button displays a Help page in a separate browser window containing general information on the user IDs and passwords for this system. If a password is misplaced or becomes public knowledge, new passwords are issued via e-mail.

Security –

- Secured, SSL encrypted internet transmissions
- Systems functions access controlled by User ID (role-based).
- Level of access controlled by User ID
- System must have a minimum of the following roles and accesses:
 - DSLS State User: Ability to (1) set up and manage after-school providers [grantees]; (2) monitor each grantee or site; (3) run system-wide reports; (4) read only access to data
 - Grantee Program Director: Set up and manage sites; can monitor activities and attendance data for sites
 - Grantee Site Coordinators: Set up activities, register students, print registration forms, enroll/de-enroll students, generate weekly rosters, enter attendance data, and print various reports; can monitor activities and attendance of each student at site coordinator's specific site

User Menu. The user's menu shall provide the user control of the system. The control shall include at least four functions: (1) select items based on predetermined criteria (e.g., student, classroom, attendance, activity results), (2) create a student and/or classroom database, (3) access student reports, and (4) create varied reports from system's databases (class, school, district, state, etc.). The program shall permit the provider to access data pertinent to his/her afterschool program site(s), individual class and students; administrators shall have access to his/her site, staff, classrooms, students, district, and state. In addition, teachers and administrators will be able to create a student database by entering individual student information (e. g., name, id, class) one-by-one or submitting an Excel file with student information. The menu shall include directions that guide teachers and administrators through using the system. The main functions of "next page," "menu," "back," "home," "help," etc., shall be accessible from any point in the system.

Item Selection. An ordered list of choices to select purpose of entering the system (creation of new database, enter test results, student history, etc.) will be displayed. A user-friendly procedure shall always be available for the teacher to do this correctly in order to keep the query data.

Print functionality All system modules must be available in electronic and printable format.

System Performance Expectations

- Load: potentially up to 500 users (i.e., grantee site coordinators, grantee project directors; DSLS staff
- Response time: less than 5 seconds via Internet
- Availability: 24 hours a day, 7 days a week
- Reliability: less than 1% downtime during normal availability period

Reports. Reports that can be printed or viewed online shall be available for teachers and administrators. The system shall be designed to allow users to print or save reports in PDF format that include the following criteria:

- Domains Student Attending 1 – 15 days, 15 – 30 days, 30 days or more, average daily attendance (English/Reading/Language Arts, Math, STEM, Expanded Learning, ACT, Credit Recovery)
- Child/Student Attendance Reports;
- Summary Activity Reports include:
- Teacher Reports;
- Classroom Reports;
- District Reports; and
- State Reports.

The Contractor shall maintain the accurate functionality of the web-based system with links to Word documents and PDF files as well as HTML pages.

Data Storage. Data about the student's performance in the system shall be stored when the user leaves the system permanently or the computer is turned off. The results entered for each domain of the kindergarten readiness assessment (computer scored) shall be stored. Users shall be able to access student scores at any time and to input scores for each domain completed by student. The Contractor shall ensure the system runs smoothly, including regular clean-up routines to manage file size.

User query criteria and student information shall also be saved in the server. Data about the completion of domains shall be stored and presented to the user when he/she enrolls in the system. The program shall also provide a summary of which domains (English or Math) the user activity is for each task entered.

Data output files shall be available in CSV or TXT formats. All data files shall be placed on a secure FTP server for which the State will provide user credentials to the appropriate individuals for retrieval purposes.

Technical Aspects of the System. To ensure the data system will run smoothly, the Contractor shall properly maintain the system software, hardware, and bandwidth to meet the performance metrics in the Service Level Agreement (SLA), **Attachment IV**. The system software consists of all programs, scripts, HTML pages, and item and graphical images in regard to all system functions, including the logon functions, item display, test result display, scored test display, and utilities that permit the State access to internal data such as usage information, etc.

Closing. The system shall be designed for a temporary termination in case the user must leave, but intends to return later. The user's query data or student's performance data must be stored in the system to be retrieved when the user returns. A function of permanent ending shall be provided when all requested criteria have been completed. A clear final message shall be displayed to make it obvious that further access to information has ended.

2.2 Fidelity of Student Data and Data Transfer

The State will require the Contractor to develop an online application to transfer student data information and results for analysis purposes and for import into the student information system (SIS). Student ID information collected as part of the online application must match the data entered in the SIS. The entry of this unique student ID number for each student enrolled in a classroom, shall serve as a way of eliminating duplicate student entries when enrolling children in a classroom or for children who transfer. Student data entered into the online application database shall be matched with SIS to determine data fidelity and to isolate data that needs investigation. The online application must allow users to correct mismatched student data and follow-up to make sure that the data is corrected in the appropriate location. Data output files shall be available in CSV or TXT formats. All data files must be placed on a secure FTP server for which the State will provide user credentials to the appropriate individual(s) for retrieval purposes.

2.3 User Access, Data, and Help-Desk Support

The State will require the Contractor to manage user access and provide information specific to users of the Afterschool Database. Each user, administrator and/or teacher must be provided a unique user ID and Password to have access to the application which shall create child records, enable input of attendance results, and generate reports.

The State will require the Contractor to create user accounts associated with the correct entities (provider, site, etc.). The user upon input of his/her ID/Password shall be able to enter at the correct level with access to only records of children that belong to his/her specific program, site, classroom, school, district, etc. The Users assigned administrative access shall be able to create teacher accounts, but the Contractor shall work with each provider to manage the creation of user accounts.

The State will require the Contractor to provide an online process for administrators to submit data regarding their sites, schools, classrooms, and users, etc.

The State will require the Contractor to provide a Toll-free help desk service number to support users with the online application and an e-mail address. The cost for this service shall be included in the cost proposal in this RFP.

2.4 Cost Proposal

The projected estimated budgeted cost for the web database online is an estimated \$243,750.00. For purposes of budgeting and planning, the State will provide the contractor with an anticipated number of providers and sites per Contractor. Actual charges will be based on the number of providers with attendance records in the system. The projected cost is inclusive of the scheduled live webinars, help-desk support, and data management and export.

3.0 Deliverables

Table 1 lists the deliverables and time lines for Contract Year 1, Contract 2, and Contract Year 3. The schedule and major deliverables for Contract Years 1–3 will be similar. Prior to the initial stage of development, the State and the Contractor will discuss the schedule for each upcoming year, as well as the details of major tasks. The Contractor shall prepare a detailed time/task chart for the entire life of the contract.

Table 1

Schedule of Major Deliverables

Contract Years July 1, 2014 – June 30, 2017		
Year	Date	Activity
2014	July 1st	Contract begins
	July 15th	State will provide Contractor with a listing of all providers
	July 30 th	Web-based application is to be in place for registration, submission of kindergarten data, scoring, and various reports available (student, district, state, teacher, etc.)
	July 30 th	Webinar Trainings available; availability of User's Guide for users; online system will allow providers registration of students teachers, administrators, students, etc.
	Aug 30 th	Deadline for providers to enter July – August data for 2014 afterschool attendance (first 30 days ONLY!)
2015	July 1st	State will provide Contractor with a listing of all providers
	July 15th	Online registration of LEA personnel, schools, etc
	July 30 th	Webinar Trainings and access to User's Guide for system.
	August 15 th	Screening of students and input of the data by LDOE with automatic retrieval of varied reports.
	August 30 th	Deadline for providers to enter July – August data for 2014 afterschool attendance (first 30 days ONLY!)
2016	July 1st	State will provide Contractor with a listing of all providers
	July 15th	Online registration of LEA personnel, schools, etc
	July 30 th	Webinar Trainings and access to User's Guide for system.
	August 15 th	Screening of students and input of the data by LDOE with automatic retrieval of varied reports.
	August 30 th	Deadline for providers to enter July – August data for 2014 afterschool attendance (first 30 days ONLY!)

The dates shown may be adjusted at the mutual consent of the State and the Contractor.

Note: Training and support will include the administration of the tool as well as data entry and reporting throughout the three (3) year contract.

4.0 Functional Requirements

4.1 Webinar Training

The State will require the Contractor to provide a multi-faceted training model that addresses user's needs, implementation procedures, system and reporting functionality. The Contractor shall design, develop, and provide high-quality live webinars, which will be taped and recorded for viewing anytime by the users and schedule weekly conference calls to provide State with updates and system changes related to the online application program. Webinar training shall focus on the following topics:

- Navigating the online application and entering student data.
- Entering attendance and activity results online and monitoring progress.
- Generating and understanding reports for teachers.
- Managing the online applications for administrators.
- Generating and understanding reports for administrators.

The State will require the Contractor to post information and registration (first come basis) for each webinar on the online application's website using a link on the homepage. The Contractor shall provide on-site training (20 slots) to be provided over a 4 day period in early July. Providers requesting on-site training are responsible for providing a location with adequate seating and equipment (internet access, LCD projector, and screen). Projected budgeted cost to providers for on-site training is (\$700.00 per half-day session or \$1,350.00 for a full day session) plus per diem and travel expenses. Onsite training must be scheduled no later than June 15th.

4.2 User's Guide

The State will require the Contractor to develop a User Guide for teachers and administrators. The Contractor shall design a user's guide that includes basic information about the afterschool web-based system. The user's guide for administrators shall provide step by step guidelines for navigating and entering required information into the online system, e.g., log-in, classroom rosters, student information, retrieval of varied types of reports (teacher, class, school, district, state, etc.), importing to PPICS, etc. The user's guide shall include graphics, photos, tables, diagrams, and text. The Contractor shall ensure that the proofs are free of typographical and format errors before they are submitted to State. The Contractor is to develop a link to the user's guide via the afterschool web database homepage.

4.3. Other Deliverables

Help Desk. The State will require the Contractor to provide an e-mail help link on the system's home page and provide answers to e-mails written to this address. The Contractor shall promptly correct any possible problems or errors in accordance with the Service Level Agreement. A toll-free number shall be provided to a Help Desk available during the hours 8:00 A.M. – 6:00 P.M. CT, Monday through –Friday excluding state holidays, in addition to the e-mail address. The Help Desk must be available one week before and one week after the entry of screening data by districts.

FTP Site. The State will require the Contractor to maintain a secure FTP site for the receipt and transmission of data files and other deliverables between State and the Contractor. All such transmissions involving student level data shall take place via secure means, as to maintain confidentiality as directed under FERPA and other pertinent laws.

5.0 Technical Requirements

5.1 Technical Requirements Document. The State will require the Contractor to write and produce a document that defines technical requirements for each contract year. The document shall define the software to be developed for the release and explain how it encompasses both functional and nonfunctional requirements. If changes are made to the release content, this document shall be updated to reflect them.

5.2. Technical Manual. The State will require the Contractor to produce a technical manual to provide documentation of all technical work associated with the development of the Web-based afterschool online data system. The content of the manual shall include detailed narrative description of all components of this online system. Screenshots and system flowcharts shall be included.

The system's manual shall also provide sufficient information to allow for an independent evaluation of the quality of the Web production. The technical manual shall be updated when changes are made to the system. The manual shall be reviewed by the State before a final document is produced. The Contractor shall provide the manual to the State in both hard copy and electronic formats.

5.3 Operation of the Web Site. The State will require the Contractor to actively monitor the server activity for hardware failures, software failures, abnormal events, and exceeded utilization thresholds specified in the SLA (**Attachment IV**). State personnel shall be notified of all equipment failures within one (1) hour.

5.4 Data Security. The State will require the Contractor to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority. Data is to remain in the United States .

- **Data Transmission.** The State will require the Contractor to transmit and/or exchange system application with the State and/or any other parties via secure means, e.g., HTTPS, FTPs, SFTP or equivalent means; and
- **Data Storage and Backup.** The State will require the Contractor to agree that no State data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the provider's designated backup and recovery processes.

5.5 Project Requirements

The State will require the Contractor to designate a team of professional individuals to work or manage the project. The responsibilities for the management team shall include:

- Working with State to plan and schedule all activities and deliverables;
- Receiving approval from State for any change of the scope of the work;
- Monitor and report the progress of the project;
- Provide weekly written status reports during input of screening data by providers;
- Managing weekly conference calls for reporting the progress and issues for each activity;
- Ensuring all deliverables are on schedule;
- Inform State of any personnel changes; and
- Ensuring every processing step is completed on time and with 100% accuracy.

5.6 Quality Assurance. Error-free production is required and is the final responsibility of the Contractor. Quality assurance procedures shall be exercised throughout all activities to ensure the system presents accurate information and operates properly. The State will require the Contractor to provide a final Quality Control Manual to the State by the end of each contract year. This document shall describe the procedures used to assess the quality of all phases of the project. The Contractor shall follow the manual to perform quality assurance work for each item and system feature.

5.7 Key Personnel. The State Director of the Office of Student Performance, Division of NCLB and IDEA services and the Afterschool Section Leader (the "State Coordinator") will provide oversight of the activities conducted under the contract. The State Project Coordinator will be the principal point of contact on behalf of the State concerning the Contractor's performance under the contract. The Contractor shall submit deliverables and products to the State Project Coordinator for review and approval.

The State will require the Contractor to designate the following individuals who will be assigned to work with the State on this program.

- **Project Manager** will oversee and monitor the planning, scheduling, progress, and quality of the work.
- **Lead System Designer** will oversee the technical tasks and issues and supervise the programming group.
- **Quality Control Manager** will oversee and build processes associated with producing error free screening test data and reports.

These designated individuals for the State Contract are referred to hereafter as "key personnel."

The State will require the Contractor to work with the State to ensure that work for the State is given the highest priority. Staff members from the State's Division of NCLB and IDEA services and the Afterschool will be assigned to monitor this contract under the overall supervision of the division director.

ATTACHMENT II

SAMPLE GENERIC CONTRACT

SAMPLE GENERIC CONTRACT

STATE OF LOUISIANA

PARISH OF _____

File No. _____
(or solicitation #)

CONTRACT

Be it known, that effective upon approval by the Director of State Purchasing, as evidenced by the Director's signature on this document, the (Agency Name) (hereinafter sometimes referred to as "State") and (Contractor's name and legal address including zip code) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

(If the Scope of Services is more lengthy than will fit here, it may be attached separately, referenced and incorporated herein.)

CONTRACT MODIFICATIONS

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

PAYMENT TERMS

The Contractor shall invoice the State Agency directly and payment shall be made by the State Agency directly to the Contractor in accordance with the payment terms agreed to in this Contract.

LATE PAYMENTS

Interest due by the State Agency for late payments shall be in accordance with R.S. 39:1695 and 13:4202.

DELIVERABLES

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule...

TAXES

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes.

TERMINATION OF THIS CONTRACT FOR CAUSE

The State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

TERMINATION OF THIS CONTRACT FOR CONVENIENCE

The State may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

USE OF AGENCY'S FACILITIES

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

WARRANTIES

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

This paragraph may only apply when software is involved.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion

as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

INSURANCE

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, *(in accordance with Section(s) _____ of the RFP).*

LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

SUBSTITUTION OF PERSONNEL

If, during the term of this contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

ASSIGNMENT

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

CONFIDENTIALITY

The following provision will apply unless the state agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

CONTRACT CONTROVERSIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

SECURITY

Contractor's personnel will comply with all security regulations in effect at the State's premises, and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

TERM OF CONTRACT

This Contract is effective upon OSP approval and will end no later than *<length of term specified in the RFP>*, unless otherwise terminated in accordance with the Termination provision of this Contract. The State has the option, upon acceptance by the Contractor, to extend for *<extension language as specified in the RFP>*.

COMMENCEMENT OF WORK

No work shall be performed by Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal

Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated _____, and the Contractor's Proposal dated _____, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT _____ on this ____ day of _____, 20____, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

CONTRACTOR SIGNATURE:

By: _____
Title: _____

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this ____ day of _____, 20____, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

STATE AGENCY SIGNATURE:

By: _____
Title _____

Phone No.: _____

Approved by:

Director of State Purchasing

Date: _____

ATTACHMENT III - COST PROPOSAL

Cost Breakdown	Year			Renewal Years (OPTIONAL)	
	Year 1	Year 2	Year 3	Year 4	Year 5
License Fee					
<i>Web-based</i> Hosting Cost					
<i>Software</i> Maintenance Fee					
<i>Help-Desk</i> <i>Toll-Free Line</i> <i>(8:00 a.m.-6:00 p.m. CT</i> <i>Monday-Friday,</i> <i>excluding State holidays)</i> Cost					
Reports (Student, Summary, Site,Teacher, Classroom, District and State)					
<i>Webinar</i> Trainings					
Total Cost					

For evaluation purposes, the Proposer's overall total cost will be the total for all five (5) years.

ATTACHMENT IV

SERVICE LEVEL and SUPPORT AGREEMENT

Web-Based Database System for Afterschool Programs

This Service and Support Agreement is made between **(Vendor Name)** and the Louisiana Department of Education (LDOE). All services provided by **(Vendor Name)** are related to and in support of the **Web-based Database System for Afterschool Programs** Project.

This agreement outlines the terms and conditions under which the services are provided. It commences on the date signed by both parties and remains in effect for the initial term of the contract governing the Accountability Program. This agreement terminates at the end of the initial contract period.

SCOPE OF SERVICES

(Vendor Name) will provide the software application, hardware and infrastructure services for hosting of the **Web-based Database System for Afterschool Programs** Project (application code, databases, and reports) as defined in the proposal submitted to LDOE on _____. This includes ongoing support and assistance to designated LDOE key personnel as defined in the proposal.

LDOE will ensure that **(Vendor name)** has access to appropriate LDOE technology and Innovation program staff personnel as required to perform the tasks and services required for (PROJECT NAME) Project.

TECHNICAL SUPPORT

Description: **(Vendor name)** will provide technical support, contracted updates, contracted enhancements, modifications, improvements and maintenance in accordance with the terms and conditions of this agreement.

Problem Management:

(Vendor name) will provide support and assistance related to the **Web-based Database System for Afterschool Programs** Project as communicated in the proposal. This covers technical support issues and uses a leveled priority scheme.

Priority:

The table below illustrates and defines the levels of priority and status of issues. Examples and definitions for each priority level will be jointly defined to the satisfaction of both parties:

Priority	Status
Priority 1	Urgent
Priority 2	Medium
Priority 3	Low

Escalation:

(Vendor name) provides defined levels of support based on the relative priority of the issues or problems encountered (as shown above). Support will be requested via telephone.

- For priority 1 issues identified by LDOE, assuming a technical engineer is not immediately available, technical staff will be engaged as soon as possible (within 4 hours). The support and engineering teams will remain engaged until satisfactory resolution of the problem, within 24 hours.
- For priority 2 issues, technical staff will be engaged as soon as possible (within 4 hours). The support and

engineering teams will remain engaged until satisfactory resolution of the problem, within 5 business days.

- For priority 3 issues, (vendor name) anticipates response within 8 hours and a resolution aligned with the next regularly scheduled release of the product.

(Vendor name) will respond to non-critical inquiries within 8 hours, deliver an answer within 5 business days and update status every 24 hours. A non-critical inquiry is defined as a request for information that has no impact on the service quality if not answered or acted upon promptly.

Maintenance:

(Vendor name) anticipates that the *Web-based Database System for Afterschool Programs* Project will require scheduled maintenance windows throughout the duration of the agreement. The specific schedule (dates and times) will be negotiated with LDOE in advance of each window.

Web-based Database System for Afterschool Programs

Support Hours: Support staff will be available during regular business hours Monday through Friday, 8:00 A.M. to 6:00 P.M. CT excluding state holidays as detailed below:

Web-based Database System for Afterschool Programs System Availability:

- 95% of the *Web-based Database System for Afterschool Programs* transactions will exhibit 5 seconds or less response time, defined as the interval from the time the user sends a transaction to the time a visual confirmation of transaction completion is received. Missing the metric for business transactions measured over any business week will constitute a violation.
- The *Web-based Database System for Afterschool Programs* Application will be available 99.9% of the time during regular business hours (8:00 A.M. to 6:00 P.M. CT, Monday through Friday, excluding State holidays). If the *Web-based Database System for Afterschool Programs* application is unavailable for less than 99.9 % during regular business hours, an hourly Service Level Penalty (explained in the Service Level Penalties) will be charged for each hour of system unavailability during regular business hours (8:00 A. M. to 6:00 P.M. CT, Monday through Friday, excluding State holidays).

Service Level Penalties:

If the *Web-based Database System for Afterschool Programs* Application overall system availability is less than 99.9%, then a hourly service level penalty will be:

- Assessed for each hour of system unavailability during the required *Web-based Database System for Afterschool Programs* Support Hours period (8:00 A.M. to 6:00 P.M. CT, Monday through Friday, excluding state holidays).
- For every hour of system unavailability the service level penalty will be calculated at 100% of the (Vendor's name) hourly service level fee in the form of a credit applied to LDOE's monthly invoice. The (Vendor's name) hourly fee would be the annual cost of the *Web-based Database System for Afterschool Programs* application hosted service divided by the number of *Web-based Database System for Afterschool Programs* Support Hours per year.

Service Tracking:

(Vendor name) uses an industry standard service and support system. This system allows for full itemized tracking, prioritization and reporting of requests as they are received and acknowledged. The internal processes are measured and reported by (vendor name) on a monthly basis. This service includes incident reporting.

Resolution:

Resolutions to all problems will be logged and added into the tracking support system (Vendor name will identify their tracking support system) for reporting purposes.

INFORMATION AND DATA SECURITY

(Vendor name) and LDOE maintain strict policies regarding the security and confidentiality of student data in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C Section 1231 (g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U. S. C. Section 1400, et seq., (IDEA). (Vendor name) acknowledges that all documents which include personally identifiable information contained in or derived from a student's educational records are deemed confidential pursuant to FERPA and IDEA. All documents containing confidential information shall be clearly marked as confidential. (Vendor name) agrees not to use, re-disclose, or distribute any such personally identifiable information unless such re-disclosure is otherwise authorized by law.

LDOE is solely responsible for ensuring the security of its own computers, networks, internet connections, email and other communications.

(Vendor name) security practices are implemented to ensure they meet or exceed industry security standards. All security practices and policies are audited annually by third parties to insure that continual compliance is guaranteed. Security starts with hosting all (Vendor name) applications in (Name your Security System Software) tier-1 data centers which enforce physical security policies such as:

1. Palm scan access
2. Card reader access
3. Government issued identification validation
4. Customer cage segregation

Access to the (Vendor name) hosting environment is audited and only approved IT staffs are given the appropriate credentials. All software and hardware authentication credentials must exceed UNIX standards and are changed at regular intervals. WAN access to the (Vendor name) hosting environment is routed through a fortified firewall that has stringent access rules configured including but not limited to:

1. Port filtering
2. Protocol filtering
3. Intrusion protection

WAN access to (Vendor name) applications are 1024 bit SSL encrypted connections that require certificates that must have been issued by a certified PKI. All access to persisted data is protected by rules based permissions that are dictated by the customer and enforced by the access layer. All sensitive data is encrypted before being persisted to any of the data stores.

DISASTER RECOVERY

(Vendor name) is responsible for ensuring that all appropriate measures are in place to minimize potential disruption, including daily backups of the *Web-based Database System for Afterschool Programs*. The vendor must have a disaster recovery (D/R) plan in effect which includes a server/application recovery objective of 48 hours or less following a hardware or facility loss. The D/R plan must include provisions to activate spare server equipment in a hot or warm D/R site with internet access of sufficient bandwidth to support the application and have the application back on line after a disaster, within 48 hours. The (vendor name) is encouraged to use server/SAN mirroring to minimize downtime following a disaster.

END OF CONTRACT TURNOVER

In the event that LDOE chooses not to renew the contract after 3 years, **(Vendor name)** shall establish a turnover plan and implement the complete turnover of this system in the event that another vendor is awarded a contract upon expiration or termination of this contract. A 10% retainage of the total contract cost will be withheld until this turnover is accepted by the Louisiana Department of Education (LDOE).

HARDWARE/TECHNOLOGY INFRASTRUCTURE

(Vendor name) is responsible for hardware selection, acquisition and infrastructure management.

INTERFACE REQUIREMENTS INTO LDOE LONGITUDINAL DATABASE SYSTEM (LEDRS) The vendor must provide automated daily data exports via secure FTP to a given LDOE site.

ENCRYPTION

Where appropriate and authorized by LDOE, **(Vendor name)** agrees to utilize SSL (Secure Socket Layer) encryption technology in the electronic transmission of data to protect client information from unauthorized users.

TRANSFER

LDOE may not rent, lease, lend or sublicense any part of **(Vendor name)** **(Vendor software product name)** without prior written consent of **(Vendor name)**.

WARRANTY

(Vendor name) warrants that all services will be performed in a professional and workmanlike manner consistent with industry standards reasonably applicable to such services. If LDOE considers that a breach of warranty has occurred and notifies **(Vendor name)** in writing stating the nature of the problem, **(Vendor name)** will work to correct any affected services in order to comply with the warranty. Examples will be jointly defined during the contract negotiation.

BILLING AND PAYMENT

LDOE agrees to pay invoices according to pre-negotiated terms (Net 30 days and in accordance with the contract payment schedule. All payments due under this agreement are based on accomplishment of key milestones associated with the agreed upon work plan.

(Vendor Name)

Louisiana Department of Education

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____